

18 October 2021

ASX Announcement

Scheme becomes Effective

Mainstream Group Holdings Limited (**Mainstream** or **Company**) (ASX: MAI) today confirms that it has lodged an office copy of the orders of the Federal Court of Australia (**Court**) approving the scheme of arrangement (**Scheme**) between Mainstream and Apex Fund Holdings Australia Pty Limited (**Apex**) under which Apex will acquire all of the issued shares in Mainstream.

An office copy of the Court orders lodged with ASIC is attached to this announcement.

The Scheme is now legally effective and it is expected that quotation of Mainstream shares on the ASX will be suspended from close of trading today.

Mainstream shareholders will be provided the Scheme consideration on implementation of the Scheme (expected to be 27 October 2021) in respect of Mainstream shares held by them at 7.00pm (AEST) on 20 October 2021.

Authorisation

This ASX Announcement has been authorised by the Company's Board of Directors.

For more information

Alicia Gill

Head of Marketing and Company Secretary
Mainstream Group Holdings Limited
company.secretary@mainstreamgroup.com
+61 2 8259 8859

About Mainstream Group Holdings

Mainstream Group Holdings Limited (ASX: MAI) provides fund administration services underpinned by investment in people, processes and technology.

As at June 2021, the Group provides administration services to 1,416 funds and more than 184,000 investors with funds under administration in excess of AUD \$287 billion.

Mainstream employs 349 people, with operations in Australia, Singapore, Hong Kong, the United States, the Isle of Man, Malta, Ireland and the Cayman Islands.

For more information, please visit: <https://www.mainstreamgroup.com>.



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD271/2021

MAINSTREAM GROUP HOLDINGS LIMITED ACN 112 252 114
Plaintiff

ORDER

JUDGE: JUSTICE PERRAM

DATE OF ORDER: 15 October 2021

WHERE MADE: Sydney

THE COURT ORDERS THAT:

1. Pursuant to sections 411(4)(b) and 411(6) of the *Corporations Act 2001* (Cth) (**Act**), the Scheme of Arrangement between the Plaintiff and its shareholders, the terms of which are set out in the document that is Annexure A to these Orders, be approved.
2. The Plaintiff lodge with the Australian Securities and Investments Commission a copy of the approved Scheme of Arrangement referred to in Order 1 above at the time of lodging an office copy of these Orders under section 411(10) of the Act.
3. Pursuant to section 411(12) of the Act, the Plaintiff be exempted from compliance with section 411(11) of the Act in relation to Order 1 above.
4. Pursuant to rule 39.34 of the *Federal Court Rules 2011* (Cth), these orders be entered forthwith.

Date that entry is stamped: 15 October 2021


Registrar



Annexure A

Scheme of Arrangement

Mainstream Group Holdings Limited ACN 112 252 114
and

Each person registered as a holder of fully paid ordinary shares in Mainstream
as at the Record Date



Contents

1.	Definitions	27
2.	Preliminary matters	30
3.	Conditions	31
	3.1 Conditions precedent.....	31
	3.2 Effect of conditions precedent	31
	3.3 Certificate.....	31
	3.4 Termination and End Date.....	32
4.	Implementation of this Scheme	32
	4.1 Lodgement of Court orders with ASIC.....	32
	4.2 Transfer of Scheme Shares.....	32
5.	Scheme Consideration	33
	5.1 Scheme Consideration	33
	5.2 Provision of Scheme Consideration	33
	5.3 Joint holders	34
	5.4 Orders of a Court or other Authority	34
	5.5 Cancellation and reissue of cheques.....	35
	5.6 Fractional entitlements.....	35
6.	Dealings in Scheme Shares	35
	6.1 Determination of Scheme Participants	35
	6.2 Register.....	35
7.	Quotation of Shares	36
8.	General Scheme provisions	36
	8.1 Consent to amendments to this Scheme.....	36
	8.2 Scheme Participants' agreements and warranties	37
	8.3 Title to and rights in Scheme Shares.....	37
	8.4 Appointment of sole proxy	38
	8.5 Authority given to Mainstream	38
	8.6 Binding effect of this Scheme	39
9.	Interpretation	39
10.	General	40
	10.1 Stamp duty.....	40
	10.2 Consent.....	40
	10.3 Notices.....	40
	10.4 Governing law and jurisdiction.....	41
	10.5 Further action.....	41
	10.6 No liability when acting in good faith	41
Schedule 1	Deed Poll	42



Scheme of Arrangement

Parties

Name	Mainstream Group Holdings Limited ACN 112 252 114
Address	51 – 57 Pitt Street, Sydney, New South Wales 2000, Australia
Email	bjohnston@mainstreamgroup.com and agill@mainstreamgroup.com (copied to: andrew.mcnee@maddocks.com.au and ron.smooker@maddocks.com.au)
Contact	Byram Johnston and Alicia Gill
Short name	Mainstream
Name	The persons registered as holders of fully paid ordinary shares in Mainstream as at the Record Date
Short name	Scheme Participants

The parties agree

1. Definitions

1.1 Defined terms

In this Scheme:

Adviser means, in relation to an entity, a financier, financial adviser, corporate adviser, legal adviser, or technical or other expert adviser, or consultant who provides advisory services in a professional capacity and who has been engaged by that entity in connection, directly or indirectly, with the Scheme.

ASIC means the Australian Securities and Investments Commission.

ASX means, as the context requires, ASX Limited ACN 008 624 691 or the financial markets operated by it.

Authority means any:



- (a) government, government department, government agency or government authority;
- (b) governmental, semi-governmental, municipal, judicial, quasi-judicial, administrative or fiscal entity or person carrying out any statutory authority or function, including the Takeovers Panel; or
- (c) other entity or person (whether autonomous or not) having powers or jurisdiction under:
 - (i) any statute, regulation, ordinance, by-law, order or proclamation, or the common law; or
 - (ii) the rules of any recognised stock or securities exchange.

Bidder means Apex Fund Holdings Australia Pty Limited (ACN 649 344 507).

Bidder Guarantor means Apex Group Limited of Vallis Building, 4th Floor, 58 Par-la-Ville Road, Hamilton HM11, Bermuda.

Bidder Group means Bidder and each of its Related Bodies Corporate.

Bidder Group Member means any member of the Bidder Group.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in New South Wales, Australia or Bermuda.

CHES means the Clearing House Electronic Subregister System for the electronic transfer of securities operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.

Corporations Act means the *Corporations Act 2001* (Cth).

Court means the Federal Court of Australia or another court having jurisdiction in relation to the Scheme as agreed between Mainstream and Bidder.

Deed Poll means the deed poll executed on or about 2 August 2021 executed by Bidder and Bidder Guarantor in favour of the Scheme Participants substantially in the form of Attachment 4 of the Scheme Implementation Deed (or in such other form as agreed in writing by Bidder and Mainstream).

Delivery Time means 8:00 am on the Second Court Date.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

End Date means the later of:

- (a) the date 9 months after the date of the Scheme Implementation Deed; or
- (b) such later date as Bidder and Mainstream may agree in writing, each acting reasonably.



Implementation Date means the date is 5 Business Days after the Record Date, or such other date as Mainstream and Bidder agree in writing.

Listing Rules means the official listing rules of the ASX as amended, waived or modified from time to time.

Performance Rights has the meaning given in the Scheme Implementation Deed.

Permitted Dividend means a dividend paid by Mainstream under clause 7.9 of the Scheme Implementation Deed.

Record Date means 7:00 pm on the second Business Day after the Effective Date or such other date after the Effective Date as Bidder and Mainstream agree in writing.

Register means the register of members of Mainstream kept on behalf of Mainstream by the Share Registry.

Registered Address means, in relation to a Scheme Participant, the address shown in the Register as at the Record Date.

Related Body Corporate has the meaning given in sections 9 and 50 of the Corporations Act.

Representatives means in respect of a party, any person acting for or on behalf of that party (including any Related Body Corporate of that party, and any director, officer, employee, agent, affiliate, contractor or Adviser of that party or its Related Bodies Corporate).

Scheme means this scheme of arrangement subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed or consented to in writing by Mainstream and Bidder.

Scheme Consideration means the consideration to be provided to Scheme Participants under the terms of the Scheme for the transfer of their Scheme Shares to Bidder, being an amount of \$2.80 cash per Scheme Share (to be reduced by the value of any dividends declared or paid by Mainstream on and from the date of the Scheme Implementation Deed until the Implementation Date, other than a Permitted Dividend).

Scheme Implementation Deed means the scheme implementation deed dated 27 June 2021 between Bidder, Bidder Guarantor and Mainstream relating to (among other things) the implementation of this Scheme.

Scheme Meeting means the meeting or meetings of Shareholders ordered by the Court in relation to the Scheme to be convened pursuant to Section 411(1) of the Corporations Act.

Scheme Participant means a Shareholder on the Record Date.

Scheme Shares means all Shares held by the Scheme Participants as at the Record Date.

Scheme Transfer means one or more proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or may include a master transfer of all or part of the Scheme Shares.

Second Court Date means the first day of hearing of an application made to the Court by Mainstream for orders pursuant to section 411(4)(b) of the Corporations Act approving the



Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Separate Account has the meaning given in clause 5.2.4(b).

Share means a fully paid ordinary share issued in the capital of Mainstream.

Share Registry means Mainstream Fund Services Pty Ltd of Level 1, 51 – 57 Pitt Street, Sydney, New South Wales 2000, Australia.

Shareholder means each person who is registered in the Register as the holder of Shares.

Subsidiary has the meaning given in the Corporations Act.

Trust Account means an Australian dollar denominated trust account with an Australian bank which attracts interest at a commercial rate and is operated by Mainstream as trustee for the Scheme Participants (except that any interest on the amount deposited (less bank fees and other charges) will accrue for the benefit of Bidder), details of which Mainstream must notify to Bidder no later than 5 Business Days before the Implementation Date.

Unclaimed Money Act means the *Unclaimed Money Act 1995* (NSW).

2. Preliminary matters

- 2.1 Mainstream is a listed public company limited by shares and quoted on ASX (ASX: MAI), incorporated in Australia and registered in New South Wales, Australia with its registered office at 51 – 57 Pitt Street, Sydney, New South Wales 2000, Australia.
- 2.2 As at the date of the Scheme Implementation Deed:
 - 2.2.1 138,089,440 Shares were on issue; and
 - 2.2.2 4,767,982 Performance Rights were on issue which are not quoted on any financial market.
- 2.3 Bidder is an Australian proprietary company limited by shares and registered in New South Wales, Australia with its registered office at Level 18, 201 Elizabeth Street, Sydney NSW 2000.
- 2.4 Bidder Guarantor is Apex Group Limited and is a company registered in Bermuda and is a parent entity of Bidder.
- 2.5 Bidder, Bidder Guarantor and Mainstream have entered into the Scheme Implementation Deed and Bidder and Bidder Guarantor have executed the Deed Poll.
- 2.6 If this Scheme becomes Effective:
 - 2.6.1 Bidder must pay or procure the provision of the Scheme Consideration and Bidder Guarantor will procure that Bidder pays or procures the payment of the Scheme Consideration in accordance with the terms of this Scheme and the Deed Poll; and



- 2.6.2 all of the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to Bidder and Mainstream will enter the name of Bidder in the Register in respect of the Scheme Shares.

3. Conditions

3.1 Conditions precedent

The Scheme is conditional on:

- 3.1.1 as at the Delivery Time, all the conditions in clause 3.1 of the Scheme Implementation Deed (other than the condition in clause 3.1.5 of the Scheme Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed;
- 3.1.2 neither the Scheme Implementation Deed nor the Deed Poll being terminated in accordance with its terms by the Delivery Time;
- 3.1.3 this Scheme being approved by the Court on the Second Court Date under section 411(4)(b) of the Corporations Act, including with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed or consented to in writing by Mainstream and Bidder (such agreement or consent not to be unreasonably withheld or delayed);
- 3.1.4 such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme as are agreed or consented to in writing by Mainstream and Bidder having been satisfied (such agreement or consent not to be unreasonably withheld or delayed); and
- 3.1.5 the order of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving this Scheme having come into effect pursuant to section 411(10) of the Corporations Act on or before the End Date.

3.2 Effect of conditions precedent

The satisfaction of each condition precedent in clause 3.1 is a condition precedent to the operation of clause 4 and clause 5 and the binding effect of this Scheme.

3.3 Certificate

- 3.3.1 At the hearing on the Second Court Date, Mainstream and Bidder will provide to the Court a certificate (substantially in the form set out in Attachment 2 of the Scheme Implementation Deed) confirming whether or not the conditions in:
- (a) clause 3.1 of the Scheme Implementation Deed (other than the condition in clause 3.1.5 relating to Court approval of the Scheme) have been satisfied or (if capable of waiver) waived as at the Delivery Time; and
- (b) clause 3.1.1 and clause 3.1.2 of this Scheme have been satisfied or waived as at the Delivery Time.



3.3.2 The certificate given by Mainstream and Bidder constitute conclusive evidence that the conditions precedent in clause 3.3.1 have been satisfied or waived as at the Delivery Time.

3.4 Termination and End Date

Without limiting any rights under the Scheme Implementation Deed, if:

- 3.4.1 either the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms before the Scheme becomes Effective; or
- 3.4.2 the Effective Date or the Implementation Date has not occurred on or before the End Date,

then, unless Mainstream and Bidder otherwise agree in writing, this Scheme will lapse and each of Mainstream and Bidder are released from any further obligation to take steps to implement the Scheme.

4. Implementation of this Scheme

4.1 Lodgement of Court orders with ASIC

If the conditions set out in clauses 3.1.1 to 3.1.4 are satisfied, Mainstream must lodge with ASIC an office copy of the order made by the Court under section 411(4)(b) of the Corporations Act approving this Scheme as soon as possible, and in any event by no later than 5:00 pm on the Business Day following the day on which the Court approves this Scheme or such later date as Mainstream and Bidder agree in writing.

4.2 Transfer of Scheme Shares

4.2.1 On the Implementation Date:

- (a) the Scheme Consideration must be paid in the manner contemplated in clause 5;
- (b) subject to the payment of the Scheme Consideration by Bidder in accordance with clause 5.2.1, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to Bidder, without the need for any further act by any Scheme Participant (other than acts performed by Mainstream or its officers as attorney and agent for Scheme Participants under clause 8.5), by:
 - (i) Mainstream delivering to Bidder a duly completed and executed Scheme Transfer (as the attorney and agent of each Scheme Participant as transferor under clause 8.5) to transfer all Scheme Shares to Bidder (and one or more Scheme Transfers can be a master transfer of all or part of all of the Scheme Shares) for registration; and
 - (ii) Bidder duly executing the Scheme Transfer (as transferee) and delivering it to Mainstream for registration.



- 4.2.2 Immediately following receipt of the Scheme Transfer in accordance with clause 4.2.1(b), Mainstream must enter, or procure the entry of, the name of Bidder in the Register in respect of all of the Scheme Shares.

5. Scheme Consideration

5.1 Scheme Consideration

Subject to the terms of this Scheme, each Scheme Participant is entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Participant.

5.2 Provision of Scheme Consideration

- 5.2.1 Bidder must, by no later than the Business Day before the Implementation Date, deposit, or procure the deposit of, in cleared funds an amount equal to the aggregate amount of the Scheme Consideration payable to each Scheme Participant, into the Trust Account, such amount to be held by Mainstream as trustee for the Scheme Participants (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to Bidder's account).
- 5.2.2 Subject to Bidder complying with clause 5.2.1, on the Implementation Date, Mainstream must pay or procure the payment from the Trust Account to each Scheme Participant the Scheme Consideration attributable to that Scheme Participant in respect of the relevant Scheme Participant's Scheme Shares.
- 5.2.3 Mainstream's obligation under clause 5.2.2 will be satisfied by Mainstream:
- (a) where a Scheme Participant has, before the Record Date, made an election in accordance with the requirements of the Share Registry to receive dividend payments from Mainstream by electronic funds transfer to a bank account nominated by the Scheme Participant, paying, or procuring the payment of, the relevant amount of Australian currency by electronic means in accordance with that election; or
 - (b) otherwise, dispatching, or procuring the dispatch of, a cheque in Australian currency to the Scheme Participant by prepaid post to their address shown in the Register as at the Record Date, such cheque being drawn in the name of the Scheme Participant (or in the case of joint holders, in accordance with the procedures set out in clause 5.3), for the relevant amount.
- 5.2.4 In the event that:
- (a) either:
 - (i) a Scheme Participant does not have an address recorded in the Register; or
 - (ii) Mainstream as the trustee for the Scheme Participant believes that a Scheme Participant is not known at the Scheme Participant's address recorded in the Register,



and no account has been notified in accordance with clause 5.2.3 or a deposit into such an account is rejected or refunded; or

- (b) a cheque issued under this clause 5 has been cancelled in accordance with clause 5.5,

the Unclaimed Money Act will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in sections 7 and 8 of the Unclaimed Money Act) and Mainstream as the trustee for the Scheme Participant may credit the amount payable to the relevant Scheme Participant to a separate bank account of Mainstream (**Separate Account**) to be held until the Scheme Participant claims the amount or the amount is dealt with in accordance with the Unclaimed Money Act. To avoid doubt, if the amount is not credited to the Separate Account, the amount will continue to be held in the Trust Account until the Scheme Participant claims the amount or the amount is dealt with in accordance with the Unclaimed Money Act. Mainstream must maintain records of the amounts paid, the people who are entitled to the amounts and any transfers of the amounts.

- 5.2.5 To the extent that, following satisfaction of Mainstream's obligations under clauses 5.2.2, 5.2.3 and 5.2.4, there is a surplus in the amount held by Mainstream as trustee for the Scheme Participants in the Trust Account, that surplus must be paid by Mainstream to Bidder.

5.3 **Joint holders**

In the case of Scheme Shares held in joint names:

- 5.3.1 any Scheme Consideration will be taken to be paid to the joint holders upon payment to the holder whose name appears first in the Register as at the Record Date; and
- 5.3.2 any cheque or other document required to be sent under this Scheme will be sent to the holder whose name appears first in the Register as at the Record Date.

5.4 **Orders of a Court or other Authority**

If written notice is given to Mainstream (or the Share Registry) of an order or direction made by a court of competent jurisdiction or by another Authority that:

- 5.4.1 requires consideration to be provided to a third party in respect of Scheme Shares held by a particular Scheme Participant, which would otherwise be payable to that Scheme Participant in accordance with this Scheme, then Mainstream shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
- 5.4.2 prevents Mainstream from providing consideration to any particular Scheme Participant in accordance with this Scheme, or the payment of such consideration is otherwise prohibited by applicable law, Mainstream shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Participant multiplied by the Scheme Consideration until such time as provision of the consideration in accordance with this Scheme is permitted by that order or direction or otherwise by law.



5.5 Cancellation and reissue of cheques

5.5.1 Mainstream may cancel a cheque issued under clause 5 if the cheque:

- (a) is returned to Mainstream; or
- (b) has not been presented for payment within six months after the date on which the cheque was sent.

5.5.2 During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Participant to Mainstream (or the Share Registry) (which request may not be made until the date which is 5 Business Days after the Implementation Date), a cheque that was previously cancelled under this clause 5.5 must be reissued.

5.6 Fractional entitlements

Where the calculation of the Scheme Consideration to be issued to a particular Scheme Participant would result in the Scheme Participant becoming entitled to a fraction of a cent, the fractional entitlement will be rounded up to the nearest whole cent.

6. Dealings in Scheme Shares

6.1 Determination of Scheme Participants

To establish the identity of the Scheme Participants, dealings in Shares or other alterations to the Register will only be recognised if:

- 6.1.1 in the case of dealings of the type to be effected using CHES, the transferee is registered in the Register as the holder of the relevant Shares on or before the Record Date; and
- 6.1.2 in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received on or before 5.00pm on the Record Date and occurs at the place where the Register is kept,

and Mainstream must not accept for registration, nor recognise for any purpose (except a transfer to Bidder pursuant to this Scheme and any subsequent transfer by Bidder or its successors in title), any transfer or transmission application or other request received after the Record Date, or received prior to the Record Date but not in registrable or actionable form.

6.2 Register

- 6.2.1 Mainstream must register or procure the registration of registrable transmission applications or transfers of Shares in accordance with clause 6.1 by no later than the Record Date.
- 6.2.2 Mainstream will not accept for registration or recognise for any purpose any transmission application or transfer in respect of Shares received after 5.00pm on the Record Date, other than to Bidder in accordance with this Scheme.



- 6.2.3 If this Scheme becomes Effective, each entry which is current on the Register as at the Record Date is the sole evidence of entitlement to the Scheme Consideration on the terms of this Scheme in respect of the Shares relating to that entry.
- 6.2.4 If this Scheme becomes Effective, a Scheme Participant (and any person claiming through that holder) must not dispose of or otherwise deal with, or purport or agree to dispose of or otherwise deal with, any Scheme Shares or any interest in them after the Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and Mainstream will be entitled to disregard any such disposal, purported disposal or agreement or other dealing.
- 6.2.5 For the purpose of determining entitlements to the Scheme Consideration, Mainstream must procure the maintenance of the Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Participants. The Register in this form will solely determine entitlements to the Scheme Consideration.
- 6.2.6 All statements of holding for Shares (other than statements of holding in favour of Bidder) will cease to have effect after the Record Date as documents of title in respect of those Shares and, as from that date, each entry current at that date on the Register (other than entries in respect of Bidder) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Scheme Shares relating to that entry.
- 6.2.7 As soon as possible after the Record Date, and in any event at least 3 Business Days before the Implementation Date, Mainstream will procure that details of the names, Registered Addresses and holdings of Shares for each Scheme Participant as shown in the Register as at the Record Date are made available to Bidder in the form Bidder reasonably requires.

7. Quotation of Shares

- 7.1 Mainstream must apply to ASX for suspension of trading in Shares on ASX with effect from the close of trading on the Effective Date.
- 7.2 On a date after the Implementation Date to be determined by Bidder (acting reasonably and subject to the Listing Rules), Mainstream must apply to ASX for the termination of the official quotation of Shares on ASX and to have Mainstream removed from the official list of ASX.

8. General Scheme provisions

8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- 8.1.1 Mainstream may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Bidder has consented in writing; and
- 8.1.2 each Scheme Participant agrees to any such alterations or conditions which counsel for Mainstream has consented in accordance with clause 8.1.1.



8.2 **Scheme Participants' agreements and warranties**

8.2.1 Each Scheme Participant:

- (a) agrees to the transfer of their Scheme Shares to Bidder together with all rights and entitlements attaching to those Shares in accordance with this Scheme;
- (b) agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares constituted by or resulting from this Scheme;
- (c) agrees:
 - (i) that after the transfer of their Scheme Shares to Bidder, any statement of holdings for Shares relating to their Scheme Shares will not constitute evidence of title to those Scheme Shares; and
 - (ii) at the direction of Bidder, to destroy any statement of holdings for Shares relating to their Scheme Shares; and
- (d) acknowledges and agrees that this Scheme binds Mainstream and all Scheme Participants (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting).

8.2.2 Each Scheme Participant is taken to have warranted to Bidder, and appointed and authorised Mainstream as its attorney and agent to warrant to Bidder, on the Implementation Date that, as at the Implementation Date:

- (a) all their Scheme Shares (including any rights and entitlements attaching to their Scheme Shares) which are transferred under this Scheme will, at the time of transfer of them to Bidder, be fully paid and free from all:
 - (i) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and
 - (ii) restrictions on transfer of any kind;
- (b) they have full power and capacity to transfer their Scheme Shares to Bidder together with any rights attaching to those Scheme Shares; and
- (c) they have no existing right to be issued any Shares or any other Mainstream securities.

8.2.3 Mainstream undertakes that it will provide the warranty in clause 8.2.2 to Bidder as agent and attorney of each Scheme Participant.

8.3 **Title to and rights in Scheme Shares**

8.3.1 To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme will, at the time of transfer of them to Bidder, vest in Bidder free from all:



- (a) mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Properties Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise; and
 - (b) restrictions on transfer of any kind.
- 8.3.2 Subject to the provision of the Scheme Consideration to each Scheme Participant in accordance with clauses 5.2.2 and 5.2.3, Bidder will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Mainstream of Bidder in the Register as the holder of the Scheme Shares. Bidder's entitlement to be registered in the Register as the holder of the Scheme Shares arises on the Implementation Date in accordance with clause 4.2.
- 8.4 **Appointment of sole proxy**
- Immediately upon the provision of the Scheme Consideration by Bidder in accordance with clause 5.2.1 and until Mainstream procures the registration of Bidder as the holder of all Scheme Shares in the Register, each Scheme Participant:
- 8.4.1 is deemed to have irrevocably appointed Bidder as attorney and agent (and directed Bidder in each such capacity) to appoint any director, officer, secretary or agent nominated by Bidder as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any Shareholders' resolution whether in person, by proxy or by corporate representative;
 - 8.4.2 undertakes not to attend or vote at any Shareholders' meetings or sign any Shareholders' resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4.1);
 - 8.4.3 must take all other actions in the capacity of a registered holder of Scheme Shares as Bidder reasonably directs; and
 - 8.4.4 acknowledges and agrees that in exercising the powers conferred by clause 8.4.1, Bidder and any director, officer, secretary or agent nominated by Bidder under that clause may act in the best interests of Bidder as the intended registered holder of the Scheme Shares.
- 8.5 **Authority given to Mainstream**
- Each Scheme Participant, without the need for any further act:
- 8.5.1 on the Effective Date, irrevocably appoints Mainstream and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of:
 - (a) enforcing the Deed Poll against Bidder and Bidder Guarantor; and
 - (b) executing any document, or doing or taking any other act, necessary, desirable or expedient to give effect to and to implement this Scheme and the transactions contemplated by it, including executing, as agent and attorney of each Scheme Participant, the Scheme Transfer as contemplated by clause 4.2,



and Mainstream accepts such appointment; and

- 8.5.2 on the Implementation Date, irrevocably appoints Mainstream and each of its directors, officers and secretaries (jointly and each of them severally) to do and execute all acts, matters, things and documents on the part of each Scheme Participant necessary to implement this Scheme, including (without limitation) executing, as agent and attorney of each Scheme Participant, the Scheme Transfer or transfers in relation to Scheme Shares as contemplated by clause 8.5.1,

and Mainstream accepts such appointment.

Mainstream, as attorney and agent of each Scheme Participant, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers or employees (jointly, severally, or jointly and severally).

8.6 Binding effect of this Scheme

This Scheme binds Mainstream and all of the Scheme Participants (including those who did not attend the Scheme Meeting and those who did not vote, or voted against this Scheme, at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Mainstream.

9. Interpretation

9.1 In this Scheme, unless expressed to the contrary:

- 9.1.1 words denoting the singular include the plural and vice versa;
- 9.1.2 the word 'includes' in any form is not a word of limitation;
- 9.1.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 9.1.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Scheme; and
- 9.1.5 a reference to:
 - (a) a gender includes all other genders;
 - (b) any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
 - (c) any instrument (such as a deed, agreement or document) is to that instrument (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time and from time to time;
 - (d) writing includes writing in digital form;
 - (e) 'this Scheme' is to this Scheme as amended from time to time;



- (f) 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
- (g) a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Scheme;
- (h) a reference to time in this Scheme is a reference to the time in Sydney, New South Wales, Australia (being Australian Eastern Standard Time or Australian Eastern Daylight Time, as applicable);
- (i) any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
- (j) a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
- (k) a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
- (l) any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

9.2 A clause in this Scheme must not be construed adversely to a party merely because that party prepared it or caused it to be prepared.

10. General

10.1 Stamp duty

Bidder will:

- 10.1.1 pay all stamp duty (if any) and any related fines and penalties payable on or in respect of the transfer by the Scheme Participants of the Scheme Shares to Bidder pursuant to this Scheme or the Deed Poll; and
- 10.1.2 indemnify each Scheme Participant against any liability incurred by the Scheme Participant arising from failure to comply with clause 10.1.1.

10.2 Consent

Each Scheme Participant consents to Mainstream and Bidder doing all things necessary or incidental to give full effect to the implementation of this Scheme and the transactions contemplated by it.

10.3 Notices

- 10.3.1 If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Mainstream, it will not be taken to be received in the ordinary course of post or on a date and time other than the date



and time (if any) on which it is actually received at Mainstream's registered office or at the office of the Share Registry.

- 10.3.2 The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a Scheme Participant will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

10.4 Governing law and jurisdiction

10.4.1 This Scheme is governed by the laws in force in New South Wales, Australia.

10.4.2 Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia, Commonwealth courts having jurisdiction in that State and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Scheme; and
- (b) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 10.4.2(a).

10.5 Further action

Mainstream (on its own behalf and on behalf of each Scheme Participant) must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

10.6 No liability when acting in good faith

Each Scheme Participant agrees that none of Mainstream, Bidder, Bidder Guarantor or any of their respective Representatives, will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.



Schedule 1 Deed Poll